

Case Management Software Maintenance and Support Services**Contract No. SS8128-2/19**

THIS AGREEMENT made and entered into by and between ADERANT NORTH AMERICA, INC., a corporation organized and existing under the laws of the State of Florida, having its registered office at 1650 Summit Lake Drive, Suite 200, Tallahassee, Florida 32317 (hereinafter referred to as the "Licensor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County has acquired licensed rights to, the Client Profiles Software and Documentation and desires to procure from the Licensor Maintenance and Support Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all associated addenda and attachments, the Licensor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Division of Procurement Management, or the duly authorized representative.
- d) The word "Licensor" to mean ADERANT and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Licensor.
- g) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Licensor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Licensor and whether or not in privity of Contract with the Licensor.
- h) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Licensor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), and any associated addenda and attachments thereof.

ARTICLE 3. CONTRACT TERM

The Agreement shall become effective on the date that it is signed by the County or the Licensors, whichever is later and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two additional one (1) year terms, for a maximum total of seven (7) years.

3.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

3.3 Notification. The County will notify the Licensors in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensors, upon approval by the Board of County Commissioners.

ARTICLE 4. MAINTENANCE SUPPORT FEES AND PAYMENT

4.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on Appendix B "Payment Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensors any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensors. All Services undertaken by the Licensors before County's approval of this Agreement shall be at the Licensors' risk and expense.

4.2 Travel. With respect to travel costs and travel related expenses, the Licensors agree to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

4.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensors may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

4.4 Invoices. All invoices issued by the Licensors, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Licensors. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the

rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
County Attorney's Office (CAO)
111 NW 1 ST. Suite 2810
Miami, FL 33128

Attention: Monica Maldonado, Assistant County Attorney
Phone: (305) 375-2455
Fax: (305) 375-3911
E-mail: mmaldon@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

Licensor shall provide the County with the support and maintenance services as stated in Appendix A.

ARTICLE 6. CONFIDENTIALITY

6.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

6.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software may contain proprietary products and trade secrets of the Licensor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, subject to applicable public records laws the County agrees to treat (and take precautions to ensure that its employees treat) any confidential and proprietary equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

If specified in the relevant Statement of Work, Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose,

display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

6.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

6.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

6.5 Survival. Licensee's obligations under this Article 6 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 7. SOFTWARE LICENSE

7.1 The Licensor hereby grants to the County, and/or its agents, suppliers and vendors, a perpetual, non-exclusive, irrevocable license to use, the Licensor's Licensed Software in object code for any purpose not expressly forbidden by the terms. Subject to the user restrictions set forth in the relevant software order document, such license shall include but not be limited to the right of the County to provide Licensed Software in object code form thereto, the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

7.2 The Licensor shall require that its subcontractors and suppliers also grant to the County, and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to use the third party software, if applicable, in object code form, for any purpose not expressly forbidden by the terms hereof. Such licenses shall also include, but not be limited to, the unrestricted right of the County to provide the third party software in object code form thereof and the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

7.3 As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Licensor's Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

ARTICLE 8. SCOPE OF LICENSE

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by the County or entities controlling,

controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County or which may assume the responsibilities of the County or any successors of the County. Irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee for the number of users specified in the order documents, which license fee is set forth herein, provided however that the County orders such Licensed Software. Additional users are subject to additional license fees.

ARTICLE 9. PROTECTION OF SOFTWARE

9.1 Proprietary Information. The Licensors acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

9.2 Proprietary Rights. The Licensors hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensors hereunder, including all copyright and other proprietary rights therein, which the Licensors as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) Only if specified in the relevant Statement of Work, all rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Licensors and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, and only if specified in the relevant Statement of Work, neither the Licensors nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensors, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Licensors's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensors hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

9.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

ARTICLE 10. SOFTWARE ENHANCEMENTS/MODIFICATIONS

The Licensors understands the County may require changes to the Licensed Software, which is outside the specification of the existing Licensed Software. When requested by the County, the Licensors shall provide the requested system enhancements/modifications. Upon the County's request for such enhancements/modifications the County shall prepare a scope of work and the Licensors shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

Thereafter the County and the Licenser shall agree to a not-to-exceed number of hours, subject to change orders for work that is determined to be out of scope, for the requested modification/enhancement. In no event shall the Licenser perform any Services on the task unless the County issues a written notice to the Licenser to proceed with the task. The Licenser shall not be reimbursed for the preparation of proposals.

The Licenser shall, upon the County's request, install the enhancement/modification and shall provide the County with such services as required, at no additional cost unless additional unspecified work is requested, to enable the County to continue the County's intended use of the Licensed Software. Following the County's enhancements/modification acceptance of all enhancements/modification, such enhancements/modification shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Licenser shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

If any such enhancements/modification is not acceptable to the County, the County may refuse to accept same, and, in such event, the Licenser agrees to maintain the Licensed Software in the form in effect on the date the Licenser requested the County to accept such update.

ARTICLE 11. WARRANTIES

11.1 Ownership. The Licenser represents that it is the owner of the entire right, title, and interest in and to the Licensed Software, and that it has the sole right to grant non-exclusive licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

11.2 Limited Warranty. Licenser represents and warrants to the County that the Licensed Software, when properly installed by the Licenser or the County in accordance with Licenser's recommendation, will perform substantially as described in Licenser's then current Documentation.

11.3 Limitations. Notwithstanding the warranty provisions set forth in Section 11.2 above, all of Licenser's obligations with respect to such warranties shall be contingent on County's use of the Licensed Software in accordance with this Agreement and in accordance with Licenser's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licenser from time to time. The Licenser shall have no warranty obligations with respect to any failures of the Licensed Software which are the result of accident, abuse, misapplication, or extreme power surge.

11.4 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE LICENSED SOFTWARE AND DOCUMENTATION AND FOR WHICH LICENSOR SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES.

ARTICLE 12. INDEMNIFICATION

Licenser shall indemnify, hold harmless and defend the County against any action brought against the

County to the extent that such action is based on a claim that the unmodified Licensed Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Institution in writing of any claim, gives the Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any unmodified Licensed Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the unmodified Licensed Software or (ii) modify or replace the unmodified Licensed Software to make it noninfringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the unmodified Licensed Software in combination with non-County software or data if the infringement was caused by such use or combination, (ii) any modification or derivation of the Licensed Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

ARTICLE 13. DEFAULT AND TERMINATION

13.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

13.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date, all unpaid License Fees that are payable under this Agreement and the associated Licensed Software maintenance fees for the balance of the then current annual term; and

- c) All compensation pursuant to this Article are subject to audit.

13.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 6 (Confidentiality) or makes an assignment in violation of Article 17 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

13.4 Effective Date of Termination. Termination due to a material breach of Articles 6 (Confidentiality), or 9 (Protection of Software) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 14. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Licensor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Licensor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Licensor and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Licensor's employees with the approval of the lessor or Licensor thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Licensor will report to the County any information discovered or which is disclosed to the Licensor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Licensor's authority to prevent improper use, disclosure or removal.

ARTICLE 15. PROPRIETARY RIGHTS

- a) The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder or furnished by the Licensor to the County and/or created by the Licensor for delivery to the County, even if unfinished or in process, as a result of the Services the Licensor performs in connection

with this Agreement, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement, except to the extent that such work product includes the proprietary rights of Licensor. The Licensor shall not, without the prior written consent of the County, use such County documentation on any other project in which the Licensor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Licensor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) If so specified in the relevant Statement of Work, all rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Licensor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) If so specified in the relevant Statement of Work, neither the Licensor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Licensor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Licensor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Licensor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County, to the extent the accurate number of user have been or will be licensed by County from Licensor as soon needs for additional users are known. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including object code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 16. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Information Technology Department (ITD)
5680 SW 87th Ave
Miami, FL 33171

Attention: Oscar Cabanillas, Senior Systems Analyst Programmer
Phone: (305) 596-8128
Fax: (305) 596-8769
E-mail: oscarc@miamidade.gov

and to the Agreement Manager:

Miami-Dade County Internal Services Department
Division of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Phone: (305) 375-4914
Fax: (305) 375-5688
E-Mail: mwater@miamidade.gov

Attention: Margaret Brown

(2) To the Licensor

ADERANT North America, Inc.
1650 Summit Lake Drive, Suite 200
Tallahassee, FL 32317

Tel: (850) 224-2200
Fax: (850) 224-7260
E-mail: Cecilia.lopez@aderant.com

Attention: Cecilia A. Lopez, Q., Director Global Contract Operations

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 17. NONASSIGNABILITY

Neither party shall assign this Agreement or its rights hereunder without the prior written consent of the other.

ARTICLE 18. MIAMI-DADE COUNTY INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEWS

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this

provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 19. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 20. COUNTY USER ACCESS PROGRAM (UAP)

20.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

20.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary.

The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order. For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

20.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 21. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 22. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Licensor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 23. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to the end of the then current annual term. Except for the payments due for the balance of the then current annual maintenance term, there will be no early termination penalty charges from the Licensor for canceling service/maintenance during the year.

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ARTICLE 24. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**a) Vendor Registration**

The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Licensor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
14. **FEIN Number or Social Security Number**
In order to establish a file, the Licensor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Licensor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Licensor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
15. **Office of the Inspector General**
(Section 2-1076 of the County Code)
16. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
17. **Antitrust Laws**
By acceptance of any contract, the Licensor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Licensors

Miami-Dade County

By: Cecilia A. Lopez Q

By: [Signature]

Name: Cecilia A. Lopez Q.

Name: Carlos Gimenez

Title: Director Global Contract Operations

Title: Mayor

Date: August 16, 2012

Date: 11/7/12

Attest: Kelli Gilbreath
Kelli Gilbreath
Witness

Attest: [Signature]
Clerk of the Board

Clerk of the Board

Corporate Seal or Notary Seal

Approved as to form
and legal sufficiency

State of Florida
County of Leon
by Cecilia A. Lopez Q.
personally known
[Signature]

Assistant County Attorney



Appendix A – Scope of Services

Appendix A – Scope of Services**Maintenance Support Agreement****The Annual Maintenance Agreement
"An Overview"**

The Annual CLIENT PROFILES Maintenance Agreement is a cost effective package of services built around CLIENT PROFILES software that helps gain the maximum benefit from the firm's software investment. Maintenance fees are based on the firm's current number of active users. CLIENT PROFILES product updates and new releases are provided as they become available to Maintenance Agreement customers free of charge.

The Maintenance Agreement provides warranty of CLIENT PROFILES software. Reported CLIENT PROFILES program errors shall be corrected free of charge for the Maintenance customer if the error has been caused by a fault in CLIENT PROFILES software.

All telephone support beginning with the call that reports the warranty-related error including any subsequent analysis and programming effort related to the reported error is also provided free of charge to the Maintenance customer.

Services included in the Annual Maintenance Agreement:

1. Remote dial-in capability to the firm's computer system provided the firm has the necessary hardware and software.
2. Product updates and new releases of CLIENT PROFILES software with instructions regarding installation and conversion as they become available.
3. A special rate for custom programming for items such as custom reports and forms.
4. Discounts for on-site training and CLIENT PROFILES sponsored training classes.
5. Telephone Support for user assistance at our preferred Maintenance hourly rate
6. Access to a toll-free line for our Customer Support Center.
7. All user questions and problem resolution pertaining to program usage and features are handled promptly through our Customer Support Center. Our Customer Support Center is available to serve the firm's needs **Monday through Friday from 8:30 AM to 6:30 PM** Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. User assistance by telephone through our Customer Support Center is available to Maintenance customers at preferred or discounted hourly rates.
8. Access to our "FastFax" facsimile service seven days a week, 24 hours a day. Responses are handled promptly during normal Customer Support Center hours.
9. Access to our Support Team through our Website, www.clientprofiles.com.
10. The benefit of ADERANT's staff of experienced technicians and professionals for help in resolving issues directly related to the CLIENT PROFILES product.
11. Participation in the development of the CLIENT PROFILES products through surveys and participation in user groups and focus groups.
12. The escalation of handling calls for assistance whenever situations result in the inability to use CLIENT PROFILES, regardless of the nature of the problem.

Note: The user must understand and have access to information and expertise regarding the general operation of the firm's System Software, LAN, etc. as it relates to the firm's particular operating environment for Client Profiles to be able to provide services called for under the Maintenance Agreement. County is expected to procure, install and maintain all equipment, such as modems, telephone lines, and other hardware necessary to operate and maintain CLIENT PROFILES software.

Services NOT included in the Annual Maintenance Agreement:

1. Product upgrades for any CLIENT PROFILES product not currently under Maintenance Agreement.
2. Charges related to long distance modem connections and travel expenses.
3. Special programming services such as custom reports and forms including consultation and the analysis required to write specifications for custom programming requested by the customer. The hours expended will be credited to the project if the quote is accepted by the customer; otherwise the fees for developing the quote will be billed to the customer at the preferred hourly rate.
4. Telephone support not specifically related to items covered under Maintenance product warranty including, but not limited to, services necessary for the diagnosis and reconstruction of a potentially damaged database due to improper procedures, disk full, or hardware malfunction, and replacement of standard or custom programs.
5. On site assistance of any kind.
6. Telephone support including, but not limited to, systems administration services such as remote backups, modem setup, printer setup, network issues and operating system functions, "housekeeping" tasks or assistance in resolving problems caused by customer generated reports.
7. Research, testing or other activity required to resolve a problem that is outside the warranty performance of the product, or in the event the CLIENT PROFILES product is used in a manner inconsistent with the intended purpose of the software.
8. The CLIENT PROFILES Support Center provides a prompt response to users with questions concerning CLIENT PROFILES applications. Telephone support required to handle issues that are typically addressed in training will be billed to the customer. Optionally, a telephone conference with a CLIENT PROFILES Certified trainer may be scheduled on an appointment basis. *(A minimum charge will apply to all telephone conferences.)*

Important Limitations that apply to services not included in the Annual Maintenance Agreement:

Support may be limited or unavailable if the version of CLIENT PROFILES that the firm has been licensed for has been "retired" and is no longer supported at the time of the call.

Recommendations from ADERANT d/b/a Client Profiles for all Maintenance Customers:

1. Install any new product, including upgrades or updates, in a timely manner upon receipt. Should the firm elect not to install the current release of CLIENT PROFILES, our ability to support the firm will be diminished and the firm may be subject to be charged on a per-incident basis for support of out-dated software. Maintenance of software cannot be ensured if the version exceeds more than two releases behind the latest CLIENT PROFILES release.
2. Perform general software and database maintenance such as regular backups for ALL related database files.
3. Provide the necessary documentation requested such as may be required from the Customer Support Center during problem resolution or preparatory to providing updates and upgrades.
4. Install and maintain a modem for the purpose of trouble-shooting, error diagnosis and transfer of program code when feasible and necessary.

ADERANT d/b/a Client Profiles retains a highly qualified staff of professionals who provide user assistance to our Maintenance customers through our Customer Support Center.

Appendix B – Payment Schedule

**APPENDIX B – PAYMENT SCHEDULE
MAINTENANCE AND SUPPORT SERVICES**

Software Maintenance and Support Service Fees

Software Description	Maintenance Term	Fees
CLIENT PROFILES	Year 1	\$14,511.27
CLIENT PROFILES	Year 2	\$15,236.83
CLIENT PROFILES	Year 3	\$15,998.67
CLIENT PROFILES	Year 4	\$16,798.60
CLIENT PROFILES	Year 5	\$17,638.53
	TOTAL	\$80,183.90

Ongoing Maintenance and Support Service Fees – Option to Renew

Maintenance and support fees during the 5 years specified above shall not exceed five percent (5%) per year over the previous year's Maintenance and support fees.

Charges for all Optional Services not included as part of this Maintenance Agreement, including Telephone Support for problems not resulting from the Client Profiles software, custom programming, additional on-site training, and telephone conferences shall be subject to an agreed statement of work or services request form. As of the Effective Date, such services are billable, on prior approval, by ADERANT at \$225.00 per hour. These services shall be provided to County only if solicited by County. County is not responsible for services not authorized in advance